

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

Legal Ad Date: September 19, 1997

INVITATION FOR BIDS

NO. IFB-98-046-SW

SEALED BIDS
FOR FURNISHING SERVICES

TO

DEVELOP, IMPLEMENT, CONDUCT AND EVALUATE
FARM BUSINESS MANAGEMENT TRAINING PROGRAM
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
WORKFORCE DEVELOPMENT DIVISION

TECHNICAL PROPOSALS will be received up to and opened at 2:00 p.m.
on
October 10, 1997

PRICE PROPOSALS will be received up to 2:00 p.m.
on
October 10, 1997

PRICE PROPOSALS will be opened at 2:00 p.m.
on
October 24, 1997

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl
Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to
Ms. Fran Villarmia, telephone (808)586-0563, facsimile (808)586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

WAGE CERTIFICATE

(For Service Contracts)

Subject: IFB/RFP No.: _____

Title of IFB/RFP: _____

(To be completed by offeror)

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$5,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work; and
2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

06/03/96

DEVELOP, IMPLEMENT, CONDUCT AND EVALUATE
FARM BUSINESS MANAGEMENT TRAINING PROGRAM
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
WORKFORCE DEVELOPMENT DIVISION
IFB-98-046-SW

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully submitted,

Telephone No.: _____

Fax No.: _____

Exact Legal Name of Offeror

Payment address, if other than
street address at right:

Authorized Signature (Original)

Title

Hawaii General Excise Tax Lic.
I.D. No.: _____

Street Address

Social Sec. or Federal I.D. No.: _____

City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ___ Individual ___ Partnership ___ Corporation ___ Joint Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ___ Yes ___ No

3. References: Listed below are the names and addresses of three references for whom the bidder has provided or is currently providing services as specified herein:

<u>Company</u>	<u>Address</u>	<u>Contact Person</u>	<u>Telephone</u>
1.			
2.			
3.			

Offeror _____

FOR EVALUATION PURPOSES: Bidder shall complete the following:

	<u>Course Fee</u>	<u>Discount</u> x <u>% Rate</u>	<u>Weighted</u> x <u>Percentage*</u>	<u>Evaluated</u> <u>Total Bid</u> <u>Price</u>
<u>GROUP I: OAHU</u>				
Aquaculture Business	\$_____		5%	\$_____
Co-op Farming	_____		5%	_____
Diversified Agriculture Management	_____		10%	_____
Farm Entrepreneurship	_____		10%	_____
Farm Equipment Operation	_____		5%	_____
Farm Management	_____		10%	_____
Farming Business Management Certification	_____		10%	_____
Hydroponics Business	_____		5%	_____
Irrigation Principles and Design	_____		5%	_____
Marketing of Agricultural Products	_____		5%	_____
Nutrition, Fertilization & Soil Analysis	_____		5%	_____
Pesticide and Herbicide Application	_____		5%	_____
Plant Propagation and Crop Production	_____		5%	_____
Plant Diseases, Insects and Their Control	_____		5%	_____
Principles of Farming Business Management	_____		10%	_____
EVALUATED TOTAL SUM BID:				\$_____

	<u>Course Fee</u>	<u>Discount</u> x <u>% Rate</u>	<u>Weighted</u> x <u>Percentage*</u>	<u>Evaluated</u> <u>Total Bid</u> <u>Price</u>
<u>GROUP II: HAWAII (Hilo)</u>				
Aquaculture Business	\$_____		5%	\$_____
Co-op Farming	_____		5%	_____
Diversified Agriculture Management	_____		10%	_____

*For evaluation purposes only. Refer to Special Provisions, Method of Award.

Offeror _____

	<u>Course Fee</u>	<u>Discount</u> x <u>% Rate</u>	<u>Weighted</u> x <u>Percentage*</u>	<u>Evaluated</u> <u>Total Bid</u> <u>Price</u>
Farm Entrepreneurship	\$_____		10%	\$_____
Farm Equipment Operation	_____		5%	_____
Farm Management	_____		10%	_____
Farming Business Management Certification	_____		10%	_____
Hydroponics Business	_____		5%	_____
Irrigation Principles and Design	_____		5%	_____
Marketing of Agricultural Products	_____		5%	_____
Nutrition, Fertilization & Soil Analysis	_____		5%	_____
Pesticide and Herbicide Application	_____		5%	_____
Plant Propagation and Crop Production	_____		5%	_____
Plant Diseases, Insects and Their Control	_____		5%	_____
Principles of Farming Business Management	_____		10%	_____

EVALUATED TOTAL SUM BID: \$_____

	<u>Course Fee</u>	<u>Discount</u> x <u>% Rate</u>	<u>Weighted</u> x <u>Percentage*</u>	<u>Evaluated</u> <u>Total Bid</u> <u>Price</u>
<u>GROUP III: HAWAII (Kona)</u>		_____		
Aquaculture Business	\$_____		5%	\$_____
Co-op Farming	_____		5%	_____
Diversified Agriculture Management	_____		10%	_____
Farm Entrepreneurship	_____		10%	_____
Farm Equipment Operation	_____		5%	_____
Farm Management	_____		10%	_____
Farming Business Management Certification	_____		10%	_____
Hydroponics Business	_____		5%	_____

*For evaluation purposes only. Refer to Special Provisions, Method of Award.

Offeror _____

	<u>Course Fee</u>	<u>Discount</u> x <u>% Rate</u>	<u>Weighted</u> x <u>Percentage*</u>	<u>Evaluated</u> <u>Total Bid</u> <u>Price</u>
Irrigation Principles and Design	\$ _____		5%	\$ _____
Marketing of Agricultural Products	_____		5%	_____
Nutrition, Fertilization & Soil Analysis	_____		5%	_____
Pesticide and Herbicide Application	_____		5%	_____
Plant Propagation and Crop Production	_____		5%	_____
Plant Diseases, Insects and Their Control	_____		5%	_____
Principles of Farming Business Management	_____		10%	_____
EVALUATED TOTAL SUM BID:				\$ _____

	<u>Course Fee</u>	<u>Discount</u> x <u>% Rate</u>	<u>Weighted</u> x <u>Percentage*</u>	<u>Evaluated</u> <u>Total Bid</u> <u>Price</u>
<u>GROUP IV: MAUI</u>		_____		
Aquaculture Business	\$ _____		5%	\$ _____
Co-op Farming	_____		5%	_____
Diversified Agriculture Management	_____		10%	_____
Farm Entrepreneurship	_____		10%	_____
Farm Equipment Operation	_____		5%	_____
Farm Management	_____		10%	_____
Farming Business Management Certification	_____		10%	_____
Hydroponics Business	_____		5%	_____
Irrigation Principles and Design	_____		5%	_____
Marketing of Agricultural Products	_____		5%	_____
Nutrition, Fertilization & Soil Analysis	_____		5%	_____

*For evaluation purposes only. Refer to Special Provisions, Method of Award.

Offeror _____

	<u>Course Fee</u>	<u>Discount</u> x <u>% Rate</u>	<u>Weighted</u> x <u>Percentage*</u>	<u>Evaluated</u> <u>Total Bid</u> <u>Price</u>
Pesticide and Herbicide Application	\$ _____		5%	\$ _____
Plant Propagation and Crop Production	_____		5%	_____
Plant Diseases, Insects and Their Control	_____		5%	_____
Principles of Farming Business Management	_____		10%	_____

EVALUATED TOTAL SUM BID: \$ _____

	<u>Course Fee</u>	<u>Discount</u> x <u>% Rate</u>	<u>Weighted</u> x <u>Percentage*</u>	<u>Evaluated</u> <u>Total Bid</u> <u>Price</u>
<u>GROUP V: LANAI</u>		_____		
Aquaculture Business	\$ _____		5%	\$ _____
Co-op Farming	_____		5%	_____
Diversified Agriculture Management	_____		10%	_____
Farm Entrepreneurship	_____		10%	_____
Farm Equipment Operation	_____		5%	_____
Farm Management	_____		10%	_____
Farming Business Management Certification	_____		10%	_____
Hydroponics Business	_____		5%	_____
Irrigation Principles and Design	_____		5%	_____
Marketing of Agricultural Products	_____		5%	_____
Nutrition, Fertilization & Soil Analysis	_____		5%	_____
Pesticide and Herbicide Application	_____		5%	_____
Plant Propagation and Crop Production	_____		5%	_____
Plant Diseases, Insects and Their Control	_____		5%	_____
Principles of Farming Business Management	_____		10%	_____

EVALUATED TOTAL SUM BID: \$ _____

*For evaluation purposes only. Refer to Special Provisions, Method of Award.

Offeror _____

	<u>Course Fee</u>	<u>Discount</u> x <u>% Rate</u>	<u>Weighted</u> x <u>Percentage*</u>	<u>Evaluated</u> <u>Total Bid</u> <u>Price</u>
<u>GROUP VI: MOLOKAI</u>				
Aquaculture Business	\$_____		5%	\$_____
Co-op Farming	_____		5%	_____
Diversified Agriculture Management	_____		10%	_____
Farm Entrepreneurship	_____		10%	_____
Farm Equipment Operation	_____		5%	_____
Farm Management	_____		10%	_____
Farming Business Management Certification	_____		10%	_____
Hydroponics Business	_____		5%	_____
Irrigation Principles and Design	_____		5%	_____
Marketing of Agricultural Products	_____		5%	_____
Nutrition, Fertilization & Soil Analysis	_____		5%	_____
Pesticide and Herbicide Application	_____		5%	_____
Plant Propagation and Crop Production	_____		5%	_____
Plant Diseases, Insects and Their Control	_____		5%	_____
Principles of Farming Business Management	_____		10%	_____
EVALUATED TOTAL SUM BID:				\$_____

	<u>Course Fee</u>	<u>Discount</u> x <u>% Rate</u>	<u>Weighted</u> x <u>Percentage*</u>	<u>Evaluated</u> <u>Total Bid</u> <u>Price</u>
<u>GROUP VII: KAUAI</u>				
Aquaculture Business	\$_____		5%	\$_____
Co-op Farming	_____		5%	_____
Diversified Agriculture Management	_____		10%	_____
Farm Entrepreneurship	_____		10%	_____

*For evaluation purposes only. Refer to Special Provisions, Method of Award.

Offeror _____

	<u>Course Fee</u>	<u>Discount</u> x <u>% Rate</u>	<u>Weighted</u> x <u>Percentage*</u>	<u>Evaluated</u> <u>Total Bid</u> <u>Price</u>
Farm Equipment Operation	\$_____		5%	\$_____
Farm Management	_____		10%	_____
Farming Business Management Certification	_____		10%	_____
Hydroponics Business	_____		5%	_____
Irrigation Principles and Design	_____		5%	_____
Marketing of Agricultural Products	_____		5%	_____
Nutrition, Fertilization & Soil Analysis	_____		5%	_____
Pesticide and Herbicide Application	_____		5%	_____
Plant Propagation and Crop Production	_____		5%	_____
Plant Diseases, Insects and Their Control	_____		5%	_____
Principles of Farming Business Management	_____		10%	_____
EVALUATED TOTAL SUM BID:				\$_____

*For evaluation purposes only. Refer to Special Provisions, Method of Award.

Offeror _____

SPECIFICATIONS

INTRODUCTION

The Director, Department of Labor and Industrial Relations (DLIR), requires the services of a contractor(s) to develop, implement, conduct and evaluate a Farm Business Management Training program for participants enrolled in the DLIR Workforce Development Division (WDD) employment and training programs and the WDD staff on the islands of Oahu, Hawaii, Maui, Lanai, Molokai and Kauai.

Prospective bidders shall submit their proposed program plan with their IFB package that provides the details of the services to be provided.

Program intent, goals and guidelines are described in the following sections. Prospective bidders should review all aspects of the program specifications and course description, contract specifications and special contract provisions. Any recommendations and/or request for clarification resulting from this review should be directed to the Officer-in-Charge (OIC) (refer to Special Provisions)

FARM BUSINESS MANAGEMENT TRAINING PROGRAM FOR WDD PROGRAM PARTICIPANTS

Purpose:

To provide farm business management training program and training materials for courses specified herein. The Contractor shall be able to train WDD-referred program participants, at a minimum, in the course(s) specified herein at a discounted rate off the catalog/published prices at time of bid. WDD reserves the right to register WDD program participants in other published classes offered by the Contractor(s) which are not specified herein at the discounted rate awarded.

Courses:

WDD requires that one or more of the following courses be offered as a part of the Contractor's farm business management training curriculum in one or more of the geographic areas to be served that are listed below.

- I. The State requires that the following courses be offered as a part of the Contractor's curriculum:

- Aquaculture Business
- Co-op Farming
- Diversified Agriculture Management
- Farm Entrepreneurship
- Farm Equipment Operation
- Farm Management
- Farming Business Management Certification
- Hydroponics Business
- Irrigation Principles and Design
- Marketing of Agricultural Products
- Nutrition, Fertilization & Soil Analysis
- Pesticide and Herbicide Application
- Plant Propagation and Crop Production
- Plant Diseases, Insects and Their Control
- Principles of Farming Business Management

Geographic Areas to be Served:

Oahu:	Honolulu, Leeward, Central and/or Windward districts
Hawaii:	Hilo, Hamakua, Waimea, Kohala, Waikoloa, Kona, Ka'u and/or Puna districts
Maui:	Kahului, Lahaina and/or Kihei districts
Lanai:	Lanai island
Molokai:	Molokai island
Kauai:	Lihue, Kawaihau, Hanalei, Waimea and/or Koloa districts

Enrollment:

WDD will refer WDD program participants to contracted farm business management training classes. A minimum of six (6) classes shall be conducted during the one year period of this contract. Maximum class size may vary between 10 and 25 trainees per class. Classes may be added upon mutual agreement between WDD and the Contractor. Classes may be cancelled for insufficient enrollment or other reasons based on mutual agreement with OIC. In the event mutual agreement cannot be reached, then OIC will render the decision. A minimum of ten (10) working days' notice will be given by the Contractor when a class is being considered for cancellation.

Responsibilities:

WDD shall promote farm business management training to all eligible WDD program participants through its training program announcements and other means of information dissemination.

Contractor(s) shall provide farm business management training, experienced instructors, suitable facilities and adequate resource and instructional materials for each student as described below.

1. Training program: The Contractor shall, at a minimum, provide farm business management training for the courses listed herein;
2. Qualified/Experienced Instructors: Instructors shall have the experience described in paragraph entitled "Bidder Qualifications" of the Special Provisions;
3. Published/Catalog Price Schedule: Contractor shall submit published/catalog price schedule with Price Proposal at time of bid. The published/catalog price schedule submitted shall be used for the duration of this contract.
4. Training Sites: Training room(s) shall be located within or in the vicinity of the specified geographical areas, and be equipped in accordance with the paragraph entitled "Bidder Qualification: in the Special Provisions. Parking shall be readily accessible and provided free of charge or for a minimal fee for the period of the class (e.g. \$2.50 per six hour class);
5. Resource and instructional materials in the form of publications, manuals and handouts shall be provided for each trainee, at no additional cost.
6. Contractor(s) shall provide the following to WDD: 1) Copies of the class attendance roster after the first week of class and within two (2) weeks after the training has been completed; and 2) written course evaluations submitted by each trainee at the end of the course within two (2) weeks after the training has been completed;
7. The Contractor shall send to WDD a list of all classes conducted under this contract, at the end of each six-month period after the date on the Notice to Proceed. The list shall include, for each class, the class name, the date class was conducted and the number of attendees. The list shall also include the total number of classes and the total number of attendees for that period. The Contractor shall respond in a timely manner to other requests for statistical information as needed.

General Provisions:

The OIC reserves the right to review and comment on Contractor's course material. Upon review, DHRD may request that the Contractor modify the training course content and/or facilities to conform to WDD training needs. Such request for modification shall, upon mutual agreement, be made with at least sixty (60) days notice. Training materials shall be upgraded necessary.

The Contractor shall be responsible for registration, billing and collection procedures for each class conducted.

WDD-referred program participants shall be allowed five (5) working days prior to the start of a class to cancel their registration without penalty. WDD shall also be allowed to send substitutes if the registered participant is unable to attend class for which the participant has been confirmed.

The Contractor(s) may not delete those course specified awarded from its curriculum without the prior consent of WDD. At least a sixty (60)-day written notice shall be submitted to WDD prior to any changes made to the courses. Other courses offered by the Contractor(s) may be added to or deleted from the course outline with a thirty (30)-day written notice to WDD. Contractor's discounted rate for WDD-referred program participants and staff for all added courses shall apply.

SPECIAL PROVISIONS

SCOPE

The furnishing of services to develop, implement, conduct and evaluate farm business management training programs for Department of Labor and Industrial Relations (DLIR), Workforce Development Division (WDD), shall be in accordance with these Special Provisions, the attached Specifications, and the General Terms and Conditions dated September 1, 1995 included by reference and made a part hereof. Copies of the General Terms and Conditions are available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813 and on the Internet at <http://www.state.hi.us>.

OFFICER-IN-CHARGE

For the purpose of this contract, Ms. Lien Souza, WDD Program Specialist, telephone number 586-8818 or her duly appointed representative is designated Officer-in-Charge (OIC).

TERM OF CONTRACT

This agreement shall be for a twelve-month period commencing on the date of the Notice to Proceed. Unless terminated, agreement shall extended for a period not to exceed two (2) additional twelve-month periods without the necessity of rebidding upon mutual agreement in writing, at least sixty (60) days prior to expiration, provided the agreement discount rate remains the same or higher than the initial bid discount rate and the published/catalog price schedule to which the discount rate is applied is the same schedule submitted with the bid.

Contractor or the State may terminate agreement at any time during the extended period upon sixty (60) days prior written notice to the State Procurement Officer.

BIDDER QUALIFICATION

Bidder shall have a permanent office location from where he conducts business and be accessible for telephone calls. Bidder shall complete the requested information on Offer Form page OF-2.

Bidder shall be experienced in providing the services specified herein. Accordingly, bidder shall furnish three (3) references, listed on Offer Form page OF-2, for whom bidder provided or is currently providing the services required hereunder.

Notwithstanding any other requirement described in this Invitation for Bids, the bidder shall also meet the following:

1. Instructors shall have at least one year's experience teaching the courses listed herein. This experience shall have been gained within the last three years of the beginning of this contract. Instructors shall be familiar with the manuals being used without frequent reference to them.
2. The environment of Contractor's facility shall be conducive to learning. That is, the classroom shall be air conditioned and furniture (desks and chairs) shall be in good condition. The exact configuration of the training facility may be modified upon mutual agreement with WDD and Contractor(s).

The training room(s) shall be located within the geographical areas specified herein.

PROCUREMENT PROCEDURE

This section describes the two-step procurement process which requires bidders to submit the unpriced Technical Proposal and Price Proposal simultaneously in separately sealed envelopes.

In the first phase, each Technical proposal will be opened and reviewed to determine whether it is in compliance with the IFB's requirements as to form and content. Each unpriced Technical Proposal will be substantively reviewed by an evaluation committee and assigned a score as more fully described in the section entitled "Evaluation of Technical Proposal." The State shall notify bidders whether their Technical Proposals received a minimum qualifying score by issuing Notice of Qualification or Disqualification.

The WDD reserves the right to determine what is in the best interests of the State for purposes of reviewing proposals submitted in response to this IFB. The WDD intends to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this procurement effort.

The sealed Price Proposals of bidders who fail to receive a minimum qualifying score shall not be opened. Those bidders who failed to receive a minimum qualifying score shall be (1) disqualified from further consideration, and (2) mailed a Notice of Disqualification, along with the bidder's sealed Price Proposal.

In the second phase, the sealed Price Proposals submitted by those bidders with a qualifying Technical Proposal, will be opened on October 24, 1997. The final selections and the contract award will be to the bidder with the lowest Price Proposal in support of a qualifying Technical Proposal.

The State will combine the IFB and all addenda, clarifications, Technical Proposal, and Price Proposal into a single document which will become part of the contract.

PROPOSAL DUE DATES

The unpriced Technical Proposal and Price Proposal are both due by 2:00 p.m. (HST) on October 10, 1997. The unpriced Technical Proposal and Price Proposal must be delivered in separately sealed envelopes/containers at the same time.

Technical and Price Proposals which do not comply with these requirements shall not be considered. The official time shall be that recorded on the time stamp clock of the State Procurement Office. Whether or not proposals are opened exactly at the time fixed for opening, Technical and price Proposals received after the specified time shall not be considered for award. All these conditions apply regardless of whether proposals are mailed or hand delivered.

PACKAGING OF TECHNICAL PROPOSAL

Five (5) sets of the unpriced Technical Proposal are required, one to be clearly marked as "ORIGINAL" and the others as "COPY", the original to be signed by a person with the authority to commit the bidder.

The outer packaging for the unpriced Technical Proposal must:

- a. Be clearly marked "TECHNICAL PROPOSAL TO PROVIDE SERVICES FOR FARM BUSINESS MANAGEMENT TRAINING, DLIR, WDD
-- IFB-98-046-SW".
- b. Indicate the name, address, telephone number, and FAX number of the bidder; and
- c. Be sealed.

PROPOSAL PREPARATION COSTS

Costs for developing the proposals are solely the responsibility of the bidder whether or not any award results from this solicitation. The State of Hawaii will provide no reimbursement for such costs.

DISPOSITION OF PROPOSALS

All proposals become the property of the State of Hawaii. The successful proposal will be incorporated in the resulting contract.

TECHNICAL PROPOSALS OPENING

Technical Proposals shall NOT be opened publicly and will not be subject to public inspection until after the contract has been signed by all parties.

CONTENT OF PROPOSAL

1. Introduction

The intent of this section is to standardize the proposals to allow for easier comparison, and is not an attempt to limit the content of the proposals in any way. Bidder may include any additional data or information which is deemed pertinent to this IFB. The proposal should be prepared simply and economically, providing a straightforward and concise delineation of the bidder's ability to satisfy the requirements of this IFB.

a. TRANSMITTAL LETTER

A transmittal letter shall be attached to the Technical Proposal and all copies. The transmittal letter shall be in the form of a standard business letter on bidder's letterhead, and shall indicate the bidder's exact legal name. Transmittal letter shall indicate that the unpriced Technical Proposal is submitted in response to IFB-98-046-SW and shall designate those portions of the Technical Proposal which contain trade secrets or other proprietary data, if any, and shall be signed by the bidder.

b. TECHNICAL PROPOSAL

When a bidder submits the Technical Proposal, the proposal shall be considered a complete plan for providing the services described in this IFB. Bidder's plan must demonstrate an understanding of, and the ability to meet and perform, all contractual requirements listed in this IFB, including all contractual services.

The Technical Proposal shall not contain any reference to costs or prices so that it may be evaluated strictly on the basis of technical merit.

All Technical Proposals shall be signed by an individual authorized to legally bind the bidder (i.e., by the owner of a sole proprietorship, by one or more members of a partnership, by one or more members or officers of each firm representing a joint venture, by one of more officers of a corporation).

Any and all corrections to a Technical Proposal shall be initialed in ink by the person signing the proposal for the bidder. Any illegible or otherwise unrecognizable corrections or initials may cause rejection of the proposal.

b. TECHNICAL PROPOSAL (continued)

(1) Proposal Narrative

Bidder shall, as part of the bid submittal, provide a proposal narrative giving a detailed course description of how the services specified herein will be accomplished, but is not limited to the following:

- (a) Describe the program content of each course listed in this solicitation; bidder shall submit a general description, to include instructional approach, for each course.
- (b) Bidder shall list each course with the name of each instructor who will be assigned to teach this class. Bidder shall also provide educational and other relative background information to include the number of years of experience each instructor has with the software(s) assigned to teach;
- (c) Bidder shall identify island(s) and geographical areas where class(es) are conducted. Bidder shall identify class site, classroom facility and equipment.

Bidder shall indicate prior and current experience which bidder considers relevant to the successful management of the program defined by this IFB. Include sufficient detail to demonstrate the relevance of such experience.

Bidder shall also provide the names and addresses of at least three (3) companies or government agencies for whom bidder has provided similar services, and who can attest to the reliability of the bidder's service and/or personnel. The State reserves the right to contact the references to inquire about bidder's past work performance.

EVALUATION OF TECHNICAL PROPOSALS

1. Compliance Review

Before the merits of each unpriced Technical Proposal are evaluated, the Evaluation Committee shall review each Technical Proposal to determine whether it complies with, and is responsive to, the IFB instructions.

At this stage, Technical Proposals will also be reviewed for timeliness of submission, completeness, and compliance with the requirements and qualifications specified in the IFB.

Those proposals that do not comply with the requirements of the IFB may be rejected from further consideration. A notice of disqualification shall be sent to those Bidders whose Technical Proposals are disqualified under this section.

2. Substantive Evaluation

Those Technical Proposals that survive the compliance review shall be evaluated based upon a total score of all the values assigned, at the sole discretion of the Evaluation Committee.

The proposal narratives of bidders who meet the minimum qualifications will be evaluated and scored using the Evaluation Table herein.

TECHNICAL PROPOSAL DISCUSSIONS

The State may conduct oral or written discussions with any bidder who submits an Acceptable or Potentially Acceptable unpriced Technical Proposal during Phase One. Mistakes may be corrected or bids may be withdrawn at anytime during Phase One. Following discussion, if any, the State may issue and distribute addenda to the Invitation for Bids to clarify or modify IFB requirements. Addenda may be issued and distributed only to bidders submitting unpriced Technical Proposals.

Bidders may respond to addenda in the form of new unpriced Technical Proposals or amendments to the Technical Proposals previously submitted. Any amendments to Technical Proposals shall be clearly identified as such and shall describe in detail the modification(s) offered to the previously submitted Technical Proposal. Deadline for submission of new unpriced Technical Proposals, or amendments to previously submitted Technical Proposals, shall be determined by the State Procurement Office, as applicable.

During the discussion process, the State will not identify methods for improving or correcting a proposal, nor discuss features of other proposals. The State will not accept additions to any proposal that do not relate to the areas for which information was requested by the State. All accepted responses to these communications shall become part of the bidder's proposal, and thereby part of the contract, if the bidder is awarded the contract.

PRICE PROPOSAL

Offer Form, Page OF-1. Bidder is requested to submit its price proposal using bidder's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If Offer Form, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current 4% rate. If, however, an offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to Section 103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Bid Price. Bidder shall offer a discount rate off of bidder's catalog/published course prices which shall include all applicable taxes, services, materials, supplies, equipment and any other incidentals and operation expenses incurred to provide services specified. Total sum bid price shall be the all-inclusive cost to the State, and no other charges will be honored.

Price Proposals will be opened at 2:00 p.m., October 24, 1997.

Published/catalog price schedule. Bidder shall submit, with the Price Proposal, their published/catalog price schedule to be used for the duration of this contract.

PRICE PROPOSAL (continued)

Tax Clearance. An **original or certified copy** of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with bidder's sealed Price Proposal by the due date and time. The tax clearance shall be obtained on the attached two-part **Tax Clearance Application (Form A-6)** that combines DOTAX and IRS tax clearances.

The application may be mailed in or walked in to either the DOTAX or the IRS. The addresses for DOTAX and IRS district offices are listed on Form A-6. There is limited walk-in service at DOTAX Maui and Hawaii district offices, and none on Kauai.

The DOTAX and IRS encourage the use of their mail-in service, in lieu of walk-in service. It is recommended that bidders mail the application to DOTAX where it will be processed and forwarded to the IRS. The process should be completed within twenty-one (21) calendar days. Use of the walk-in service may result in waiting in line at both agencies.

For informational purposes, the tax clearance is valid for forty-five (45) days. If the DOTAX approves a tax clearance certificate on one date and the IRS approves it on another date, the 45-day period will begin with the later date. For example:

DOTAX approval stamp date:	7/1/96
IRS approval stamp date:	7/5/96
Tax clearance valid:	7/5/96 to 8/18/96

The tax clearance submitted with bidder's sealed Price Proposal must be valid on the solicitation legal ad date or any date thereafter up to the Price Proposal due date. A valid tax clearance received with bidder's Price Proposal will remain valid for the contract award.

Since this is a new process, however, and a mail-in application is encouraged, we will accept for the purpose of this solicitation a completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6, if bidder is unable to obtain a tax clearance by mail in time to include it with your sealed offer. See attached pink NOTICE for the SPO Form TEMP B.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Offer Guaranty. An offer guaranty is not required for this Invitation for Bids.

Insurance. Bidder shall provide insurance information as requested on Offer Form, where indicated.

Wage Certificate. Refer to Section 2.7 of the General Terms and Conditions. Bidder shall complete and submit the attached Wage Certificate by which bidder certifies that the services required will be performed pursuant to Section 103-55, HRS. Only Item No. 2 of the wage certificate is applicable to this IFB. There are no comparable positions in the public sector that performs similar work as specified herein.

METHOD OF AWARD

Since quantities for this agreement period are indeterminable, award, if any, will be made to the responsible and responsive bidder(s) submitting the lowest evaluated total sum bid per group per geographical area on each island. To be considered for award, bidders need not furnish a unit bid price for all geographical areas, but must be able to provide any or all courses listed to qualify for award.

METHOD OF AWARD (continued)

To arrive at the total evaluated total sum bid, each individual course is weighted (by percentage) according to an estimated one hundred students. One hundred is an arbitrary number which is to be used for evaluation purposes only and does not in any way guarantee the Contractor any set number of students.

Each course's published cost shall be multiplied by the discount rate offered then multiplied by the course's weighted percentage to arrive at the weighted evaluation cost per course or group of courses. The sum of all the weighted evaluation costs for the above courses shall be the evaluated total sum bid.

CONTRACT EXECUTION

Successful bidder(s) shall be required to enter into a formal written contract. Performance and payment bonds are not required for this Invitation for Bids.

INSURANCE

The Contractor shall provide the following minimum insurance limits and coverages, in accordance with the terms of the LIABILITY INSURANCE provision attached hereto and by reference made a part hereof:

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	Combined Single Limit \$300,000 per occurrence for Bodily Injury and Property Damage

INVOICE AND PAYMENT

Contractor shall submit original and two (2) copies of the invoice to the address specified on the Registration Form. Invoice shall include name of employee/student, course title, item number, date of class and cost.

Payment shall be made to the Contractor at the contracted price upon certification by WDD that the Contractor has satisfactorily completed the service.

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods, or performance of the services, to make payment. For this reason, the State shall reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

The tax clearance submitted with Contractor's invoice for final payment at end of the contract period now requires both DOTAX and IRS approvals. The clearance submitted earlier is not acceptable for final payment purposes. Contractor must obtain a new tax clearance from DOTAX and IRS and it must be an **original** (certified copy is not acceptable), not over 45 days old, with box 3.a. of the **Tax Clearance Application (Form A-6)** completed for a specific contract, purchase order, or job number.

RE-EXECUTION OF WORK

The Contractor shall re-execute any work that fails to conform to contract requirements and shall immediately remedy any defects due to faulty service by the Contractor.

REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees from services rendered and to be rendered to WDD, upon request by the Officer-in-Charge.

INSPECTION

All work done shall be subject to inspection and approval by the Officer-in-Charge, so as to ascertain that the services rendered are in accordance with requirements and intentions of the Specifications and Special Provisions.

LIQUIDATED DAMAGES

Refer to Section 5.8 of the General Terms and Conditions. Liquidated damages is fixed at the sum of FIFTY DOLLARS (\$50.00) for each and every calendar day the Contractor delays in the completion of any item of his contract after the required date of said completion.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Preparation of Offer. General Terms and Conditions Section 2.5, paragraph four, is rescinded and replaced with the following:

"An offeror may submit only one offer in response to a solicitation. If an offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an offeror may submit only one offer for each line item (if any) of a solicitation. If an offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

EVALUATION CRITERIA

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| I. | CLASSROOM FACILITIES: This refers to the set up of the classroom, e.g., desks, chairs, air conditioning, lighting, restrooms and the general teaching environment. We will want to visit your facility if your proposal is considered for this bid. | 20% |
| II. | PROGRAM CONTENT: This refers to the content of each course as specified in this contract. You may be asked to submit course materials for WDD review. | 50% |
| III. | INSTRUCTOR QUALIFICATION: This refers to instructor credentials as specified in this contract. Please submit with your proposal a brief resume of each instructor who will be teaching the courses as specified in this contract. | 30% |

Total maximum points possible: 100 on each individual rating scale

Minimum points need to qualify: 85% average*

* An average will be derived by adding the points given by each evaluator then dividing this total by the number of evaluators. For example, if there are three (3) evaluators, a proposal would have to receive a total of 255 points in order to qualify (255 divided by 3 = 85 average).